

1 BILL NO. S-82-09-05

2 SPECIAL ORDINANCE NO. S-164-82

3 AN ORDINANCE approving certain bid
4 contracts for airport improvements, in
connection with the Board of Aviation
Commissioners.

5
6 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
7 FORT WAYNE, INDIANA:

8 SECTION 1. That the following bid Contracts entered
9 into between the Board of Aviation Commissioners and the under-
10 signed parties for airport improvements, as specified:

11 A. Contract dated February 23, 1982, with
12 Moake Sheldon Kratzet & Associates, Inc.
and Wetzel Engineers for design and
engineering services for taxiway and
equipment building, involving a total
cost of \$ 79,500.00

13 B. Contract dated September 2, 1982, with
14 Silkworth Commercial Builders, Inc.
for snow removal equipment building,
involving a total cost of 600,900.00

15 C. Contract dated September 2, 1982, with
16 Moellering Construction Company, Inc.
for apron overlayment, involving a total
cost of 118,578.75

17 D. Contract dated September 2, 1982, with
18 Moellering Construction Co., Inc. for
1400 foot taxiway, involving a total
cost of 482,125.18,

19 all pursuant to F.A.A. Projects ADAP #6-18-0022-09 and #6-18-
20 0022-10; and

21 E. Contract dated August 23, 1982, with
22 Schenkel Scheele, Inc. for remodeling
23 baggage claim entry, involving a total
cost of \$ 13,655.00,

24 all of which are on file in the Office of the Board of Aviation
25 Commissioners and are by reference incorporated herein, made
26 a part hereof and are hereby in all things ratified, confirmed
27 and approved. Two copies of said Contracts are on file in the
28 Office of the City Clerk and made available for public inspection,
29 according to law.

1 Page Two

2
3 SECTION 2. That this Ordinance shall be in full force
4 and effect from and after its passage and any and all necessary
5 approval by the Mayor.

6 Mark E. Gierhardt
7 Councilmember

8 APPROVED AS TO FORM
9 AND LEGALITY

10 Bruce O. Boxberger
11 Bruce O. Boxberger, City Attorney

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Read the first time in full and on motion by GiaQuinta,
seconded by Beschut, and duly adopted, read the second time
by title and referred to the Committee Tennies (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on (), 1982, at o'clock .M., E.S.T.

DATE: 9-14-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by GiaQuinta,
seconded by Beschut, and duly adopted, placed on its
passage. PASSED (last) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>9</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BRADBURY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GiaQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHOMBURG</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCRUGGS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 9-28-82.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)
(APPROPRIATION) ORDINANCE (RESOLUTION) NO. J-164-82
on the 28th day of September, 1982.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 29th day of September, 1982, at the hour of
11:30 o'clock A. .M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 4th day of October
1982, at the hour of 10 o'clock A. .M., E.S.T.

WIN MOSES, JR.
WIN MOSES, JR. - MAYOR

BILL NO. S-82-09-05

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON Finance TO WHOM WAS REFERRED AN
ORDINANCE approving certain bid contracts for airport improvements,
in connection with the Board of Aviation Commissioners

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

MARK E. GIAQUINTA, CHAIRMAN

DINANCE DO PA
Mark E. Giambra

PAUL M. BURNS, VICE CHAIRMAN

SAID ORDINANCE DO PASS.
Mark E. Giambra
Tom DeLorenzo

JAMES S. STIER

J. D. D.

VICTURE L. SCRUGGS

Victor L. Scrupe

DONALD J. SCHMIDT

9-28-82 COMPT 71-11
CHARLES W. WESTERMAN, CITY CLEI
DATE _____

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of February, 1982, BY AND BETWEEN the City of Fort Wayne Board of Aviation Commissioners, hereinafter called the Owner, and Moake Sheldon Kratzat & Associates, Inc., Architects, 2214 Inwood Drive, Fort Wayne, Indiana, 46815, in joint venture with Wetzel Engineers, Consulting Engineer, 222 North New Jersey Street, Indianapolis, Indiana 46204, hereinafter called the Architect-Engineer.

WITNESSETH THAT WHEREAS the Owner desires to contract for engineering services required for the planning, development and design for construction of additions, alterations and modifications to the Fort Wayne Municipal Airport-Baer Field, and

WHEREAS the Architect-Engineer has expressed a willingness to perform said planning, development and design as required by the Owner.

NOW, THEREFORE, the Owner and the Architect-Engineer, for the considerations hereinafter set forth, agree as follows:

ARTICLE I. Architect-Engineer's Basic Services

Section A. Preliminary Report Phase

During the Preliminary Report Phase the Architect-Engineer shall:

Consult along with the Owner to ascertain the requirements of the Project more particularly described as follows: the construction, lighting and marking of a partial parallel taxiway to runway 4-22 approximately 1400' x 75' at a construction budget of \$400,000.00, and the construction of a snow removal equipment building approximately 18,000 square feet at a construction budget of \$630,000.00. Wetzel Engineer's services will include the design and report preparation of the section of the Project described as the partial parallel taxiway, and the administration of the total Project. Moake Sheldon Kratzat & Associates, Inc.'s services will include the design and report preparation of the section of the Project described as the snow removal equipment building.

Prepare an Engineering Report, detailed Request for Aid from the Federal Aviation Administration and any other documentation or reports as might be required by FAA in assisting the Owner in obtaining Federal Grants in Aid for completion of the Project. The Architect-Engineer shall assist the Owner in preparing documents and reports as may be required for public hearings in conjunction with the development of the Project.

Provide consultation and advise as to the necessity for providing or obtaining other services such as: property, boundary and right-of-way surveys; core borings, probings, or sub-surface explorations; hydrographic surveys; and laboratory testing and inspection of samples or materials; other special consultation; and act as the Owner's representative in connection with any such services.

Prepare a preliminary engineering study and report on the Project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Owner, to include schematic layouts and sketches and a general cost estimate for the Project, and set forth the Architect-Engineer's recommendations.

Furnish 10 copies of statements, studies and reports.

Submit written progress reports in such form and at such intervals as required by Owner.

In the event that the requirements of the Project as agreed upon by the Owner and the Architect-Engineer cause the Project to be broken into more than one construction project, the term "project" as used hereafter shall refer to each construction project in defining services of the Architect-Engineer.

Section B. Preliminary Design Phase

Upon approval by the Owner of the Preliminary Report, the Architect-Engineer shall:

Make the design survey, including all required survey data necessary for design and plan preparation. Such survey data shall include referenced traverses or base lines, topographic information, referenced bench levels and cross sections obtained by appropriate means. The design survey shall also include the location of all utilities and underground conduits. Drainage courses shall be defined and described accurately, including existing structures and waterway areas.

Provide consultation and advise as to the necessity of obtaining further services from others of the types described above, and act as the Owner's representative in connection with any such services.

On the basis of the approved preliminary engineering study and report and the data obtained as a result of such further services, prepare preliminary design documents consisting of design criteria, drawings and outline specifications to develop and establish the scope of the Project.

Prepare a revised cost estimate for the Project based on the information given in the preliminary design documents.

Furnish four copies of the above preliminary design documents and cost estimate.

Section C. Final Design Phase

Upon approval by the Owner of the Preliminary Design, the Architect-Engineer shall:

On the basis of the approved preliminary design documents prepare detailed construction drawings and specifications for the Project.

Furnish to the Owner engineering data for and assist in the preparation of the required documents so that the Owner may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the Project.

Advise the Owner of any adjustment of the cost estimate for the Project caused by changes in scope, design requirements or construction costs and furnish a revised cost estimate for the Project based on the complete drawings and specifications.

Prepare proposal forms and notice to bidders as required by Owner, and, at the request of the Owner, assist legal counsel in the technical engineering portion of the contract preparation.

Furnish 10 copies of the Contract Documents consisting of construction agreement forms, general conditions, special provisions, detailed construction drawings and specifications.

Assist the Owner in obtaining and evaluating bids and awarding contracts for the construction of the Project.

Section D. Construction Phase

Upon awarding of contracts for construction of the Project, the Architect-Engineer shall:

Provide general engineering administration of the construction contract including, at the Owner's request, the giving of technical engineering information to legal counsel as an aid to the interpretation and clarification of the Contract Documents.

Provide full-time resident inspection of construction work for the partial parallel taxiway only to observe the progress and quality of the executed work to determine that the work is proceeding in accordance with the Contract Documents; he will not be responsible for the methods used and sequences of construction and he will not be responsible for the Contractor performance of the construction work in accordance with the Contract Documents, but he will determine to his own satisfaction that the interests of the Owner generally are safeguarded, and will endeavor to guard the Owner against defects or deficiencies in the work of Contractors, and may disapprove work as failing to conform to the Contract Documents.

Provide on-site observation for the snow removal equipment building at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspection to check the quality or quantity of the Work. On the basis of such on-site observations as an Architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

Review and approve requests for monthly and final payments to Contractors.

Issue certificates of completion to the Owner on completed construction contracts.

Provide and prepare "as built" information and drawings of the completed project.

Supervise testing and inspection. Arrange for, conduct or, witness field, laboratory or shop tests of construction materials as required by the plans and specifications; determine the suitability of materials on the site and brought to the site to be used in the construction; interpret the contract plans and specifications and check the construction activities to assure compliance with the intent of the design; measure, compute, or check quantities of work performed and quantities of materials in-place for partial and final payments to the Contractors; and maintain diaries and other project records to document the work.

Section E. Governmental Agencies

The Architect-Engineer agrees to attend such conferences with the Owner and other interested agencies and governmental units as may be required in connection with the Project, and to comply with Federal, State and local governmental regulations and requirements as they are applicable to the Project.

Section F. Architect-Engineer Representation

Architect-Engineer warrants and represents that the plans and specifications to be prepared will detail the work and material required to construct the partial parallel taxiway and snow removal equipment building provided for herein, and that the same can be built on the basis of such detailed plans and specifications, and that if said facilities are constructed in accordance with the plans and specifications, they will be in compliance with and meet all applicable federal, state and municipal codes and fire regulations.

ARTICLE 2. The Owner's Responsibilities

The Owner shall provide full information as to his requirements for the Project.

Assist the Architect-Engineer by placing at his disposal all available information pertinent to the site of the Project, including previous reports and any other data relative to design or construction of the Project.

Guarantee access to and make all provisions for the Architect-Engineer to enter upon public and private lands as required for the Architect-Engineer to perform his work under this Agreement.

Examine all studies, reports, sketches, estimates, drawings, specifications proposals and other documents presented by the Architect-Engineer and shall render in writing decisions pertaining thereto so as not to delay the work of the Architect-Engineer.

Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incident thereto.

Provide such legal accounting and insurance counseling services as may be required for the Project.

Designate in writing a person(s) to act as Owner's representative with respect to the work to be performed under this Agreement; and such person(s) shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.

Give prompt written notice to the Architect-Engineer whenever the Owner observes or otherwise becomes aware of any defect on the Project.

Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project. The Architect-Engineer will file the necessary engineering documents.

Furnish, or direct the Architect-Engineer to provide at the Owner's expense, necessary additional services as stipulated in Article 4 of this Agreement, or other services as required.

ARTICLE 3. The Engineer's Compensation for Services

Section A.

The Owner, for and in consideration of the rendering of the engineering services herein enumerated, agrees to pay to the Architect-Engineer fees for Basic Services for the Project as defined in Article 1, Sections A, B and C as follows:

The construction, lighting and marking of a partial parallel taxiway to runway 4-22' approximately 1400' x 75' at a construction budget of \$400,000.00 and the construction of a snow removal equipment building approximately 18,000 square feet at a construction budget of \$630,000.00; a lump sum fee of seventy-nine thousand five hundred and 00/100 (\$79,500.00).

Providing resident inspection of the construction contract, as defined in Article 1, Section D, a fee of \$225.00 per calendar day of the construction contract of the taxiway, excluding Saturdays, Sundays and Holidays, except that resident inspection required on Saturdays, Sundays and Holidays, because of construction work being performed shall be paid at a rate of \$265.00 per day for the taxiway construction.

Any surveying required by governmental authorities to verify and/or check the construction shall be paid for at a rate of \$52.00 per hour for crew.

Section B.

The project construction cost herein referred to is defined as the total cost of all work designed or specified by the Architect-Engineer in completing the Project; but excludes right-of-way costs, real estate or easement costs, fees for engineering services, or any payments to the Architect-Engineer or other consultants in connection with the Project. The Project construction cost shall be based upon one of the following sources with precedence in the order listed:

1. Lowest acceptable bona fide Contractor's proposal received for any or all portions of the Project.
2. Semi-detailed or Detailed Estimate of Project Construction Cost as defined above.
3. The Architect-Engineer's latest Statement of Probable Project Construction Cost based on current area, volume or other unit costs.
4. Since the Architect-Engineer has no control over the cost of labor and materials, or competitive bidding, he does not guarantee the accuracy of any Statement of Probable Construction Cost, or any Semi-detailed or Detailed Cost Estimates.

Section C.

Payment on account of the Architect-Engineer's basic services shall be made monthly on receipt of an itemized claim in proportion to services performed.

In the event that the snow removal equipment building is substantially changed in size (ex. over 3000 s.f.), the fee shall be subject to adjustment as follows: 15,000 s.f. building at a construction budget of \$570,000.00, resulting total lump sum fee of \$76,000.00; 12,000 s.f. building at a construction budget of \$480,000, resulting total lump sum fee of \$72,500.00.

Payments for additional services of the Architect-Engineer as defined in Article 4, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of Architect-Engineer's itemized claim.

No deduction shall be made from the Architect-Engineer's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors.

No deduction shall be made from the Architect-Engineer's compensation on account of a decrease in the Project Construction Cost resulting from changes ordered by the Owner during the construction phase.

If any work designed or specified by the Architect-Engineer during any phase of service is abandoned or suspended in whole or in part, the Architect-Engineer is to be paid for the services performed on account of it prior to receipt of written notice from the Owner of such abandonment or suspension, together with reimbursements and expenses resulting from abandonment or suspension of work previously ordered by the Owner prior to said abandonment or suspension of work.

Section D.

For additional services defined in Article 4, hereinafter, the Owner agrees to pay the Architect-Engineer at the following rates:

Principal Engineer	\$ 60.00 per hour
Design Engineer	37.00 per hour
Assistant Engineer	28.00 per hour
Senior Inspector	25.00 per hour
Senior Draftsman	24.00 per hour
Draftsman	16.00 per hour
Architect	36.00 per hour
Designer	25.00 per hour
Technician	20.00 per hour

Said payments for additional services shall include normal travel and subsistence expenses incurred in travel from the Architect-Engineer's regular place of business to the site of the Project.

Section E.

The Owner agrees to pay the Architect-Engineer reimbursable expenses as defined in Article 5, Section B, hereinafter to the amount expended.

ARTICLE 4. Engineer's Additional Services

Section A.

The following services cause the Architect-Engineer extra expense. If any of these services are authorized by the Owner, they shall be paid for by the Owner as defined in Article 3, Section D. If authorized by the Owner, the Engineer shall furnish additional services of the following types.

Furnishing property, boundary and right-of-way surveys; core borings, hydrographic surveys; laboratory and field testing and inspection of samples or materials; and other special consultation.

Additional services due to significant changes in general scope of the Project or its design including, but not limited to, change in size, complexity, or character of construction.

Revising previously approved studies, reports, design documents, drawings or specifications.

Preparing documents for alternate bids requested by the Owner for work which is not executed.

Preparing detailed renderings, exhibits or scale models for the Project.
Furnishing additional copies of reports and additional prints of drawings and specifications.

Preparing documents for alternate bids requested by the Owner for work which is not executed.

Preparing detailed renderings, exhibits or scale models for the Project.
Furnishing additional copies of reports and additional prints of drawings and specifications.

Investigations involving detailed consideration of operation, maintenance and overhead expense; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; and detailed quantity surveys of material and labor; and material audits or inventories required for certification of force account construction performed by the Owner.

Additional or extended services during construction made necessary by work damaged by fire or other cause during construction.

Beyond normal assistance in the initial startup and test operation of equipment or devices and the preparation of manuals of operation of maintenance as determined between the Owner and the Architect-Engineer.

Serving as an expert witness for the Owner in any litigation or other proceeding involving the Project.

Special reports and studies beyond the scope of the construction project.

Section B.

For services not in connection with a construction project as enumerated in Article 1, and not otherwise provided for in this Agreement, arranged for between the Owner and the Architect-Engineer; said services and compensation therefor shall be defined and appended as a rider to this Contract.

ARTICLE 5. Direct and Reimbursable Expense

Section A.

The payroll cost of salaries and wages used as a basis of payment under Article 3, Section D, shall mean the cost of salaries and wages paid to employees engaged directly on the Project, including but not limited to engineers, architects, surveymen, designers, draftsmen, specification writers, estimators, stenographers and clerks, plus cost of fringe benefits including social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, vacation and holiday pay applicable thereto.

Section B.

Reimbursable Expense includes actual expenditures made by the Architect-Engineer in the interest of the Project for the following incidental expenses:

Reproduction of Contract Documents, including plans and specifications over and above the copies to be furnished under Article 1, Section C, but excluding copies of all documents used by the Architect-Engineer in his office; any fees paid for securing approval of authorities having jurisdiction over the Project.

If authorized in advance in writing by the Owner, overtime work requiring higher than regular rates, or models for the Owner's use, or special renderings or copies of renderings or photographs created at the Owner's direction and for his use, excluding those renderings created in the Architect-Engineer's office for use in design consideration.

If their employment is authorized, in writing, in advance by the Owner, fees of special consultants, for other than the normal engineering services.

If authorized in advance by the Owner, extensive in-state, and all out-of-state travel and subsistence expenses; and all long distance telephone calls required by the Owner's program, but excluding those long distance telephone calls between the Owner and the Architect-Engineer's place(s) of business.

ARTICLE 6. Insurance

Section A.

The Architect-Engineer agrees to procure and maintain at his expense, insurance of the kinds and in the amounts hereinafter provided covering all operations under this Contract performed by him or by his subcontractors. Before commencing the work, the Architect-Engineer shall furnish to the Owner a certificate, or certificates, showing that the Architect-Engineer has complied with the provisions of this Article; which certificates shall provide that the policies shall not be changed or cancelled until ten days' written notice has been given to the Owner. The kinds and amounts of insurance required are as follows:

Policy covering the obligations of the Architect-Engineer in accordance with the provisions of the Workmen's Compensation Law.

Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each with limits of liability of not less than One Hundred Thousand Dollars (\$100,000) for each damage arising out of bodily injury, and not less than Three Hundred Thousand Dollars (\$300,000) for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one accident, and not less than Fifty Thousand Dollars (\$50,000) for all damages

arising out of injury to or destruction of property in any accident, nor less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property during the policy period.

ARTICLE 7. Abandonment and Termination

Section A.

If the Owner shall abandon the services herein mentioned, the Owner shall pay to the Architect-Engineer the earned value of the work performed to the date of abandonment. The earned value of the work performed shall be based upon an estimate of the portions of the total services that have been rendered by the Architect-Engineer to the date of abandonment and which estimate may be mutually agreed upon by the Owner and the Architect-Engineer.

Section B.

This Agreement may be terminated by either party upon ten days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination, due to the fault of others than the Architect-Engineer, the Architect-Engineer shall be paid for services performed to termination date, including reimbursements then due, plus expenses incurred by the Architect-Engineer in project demobilization, and limited to salary, wages, reproduction costs, completion of any reports or studies, and other previously defined reimbursable expenses that the Owner required and requested beyond the work accomplished at the time of termination notice.

ARTICLE 8. Ownership of Drawings and Contract Documents

Original documents, such as tracings, plans, specifications and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Owner and basic survey notes and sketches, charts, computations and other data shall be made available upon request to the Owner without restriction or limitation on their use. In the event any of the above documents are reused by the Owner, the name plates will be removed and the Architect-Engineer will be released and held harmless of subsequent liabilities.

ARTICLE 9. Design Credit

Whenever renderings, photographs of renderings, photographs of models, or photographs of the Project are released by the Owner for publicity, proper credit for engineering design shall be given the Architect-Engineer, provided the giving of such credit is without cost to the Owner.

ARTICLE 10. Equal Employment Opportunity

The Architect-Engineer shall comply with the provisions of Executive Order No. 11246, entitled "Equal Employment Opportunity," as supplemented in Department of Labor Regulations (41CFR, Part 60). The Architect-Engineer shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, on the basis of race, color, religion, creed, national origin, sex or age. Breach of this covenant may be regarded as a material breach of the agreement.

ARTICLE 11. Title VI of the Civil Rights Assurances

During the performance of this Contract, the Architect-Engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "Architect-Engineer") agrees as follows:

1. *Compliance with Regulations.* The Architect-Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations), which are herein incorporated by reference and made a part of this Contract.

2. *Nondiscrimination.* The Architect-Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Architect-Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment.* In all solicitations either by competitive bidding or negotiation made by the Architect-Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Architect-Engineer of the Architect-Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. *Information and Reports.* The Architect-Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an Architect-Engineer is in the exclusive possession of another who fails or refuses to furnish this information the Architect-Engineer shall so certify the Owner or the Federal Aviation Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance.* In the event of the Architect-Engineer's noncompliance with the nondiscrimination provisions of this Contract, the Owner shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to--

- a. withholding of payments to the Architect-Engineer under the Contract until the Architect-Engineer complies, and/or
- b. cancellation, termination, or suspension of the Contract, in whole or in part.

6. *Incorporation of Provisions.* The Architect-Engineer shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Architect-Engineer shall take such action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event an Architect-Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Architect-Engineer may request the Owner to enter into such litigation to protect the interests of the Owner, and, in addition, the Architect-Engineer may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 12. Minority Business Enterprise (MBE) Assurances

The Architect-Engineer agrees to ensure that minority business enterprises as defined in 49CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement.

ARTICLE 13. Access to Records

The Architect-Engineer agrees that the Owner, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Architect-Engineer which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

ARTICLE 14. Successors and Assigns

The Owner and the Architect-Engineer each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of this Agreement. Neither the Owner nor the Architect-Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

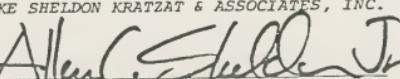
ARTICLE 15. Effective Date

This Agreement will become effective from the date of execution by the Owner and the Architect-Engineer.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

ARCHITECT

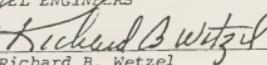
MOAKE SHELDON KRATZAT & ASSOCIATES, INC.

BY 
Allen C. Sheldon, Jr., President

BY 
Richard L. Moake, Secretary

ENGINEER

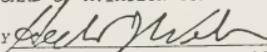
WETZEL ENGINEERS

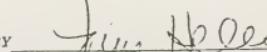
BY 
Richard B. Wetzel

Attest: _____

OWNER

CITY OF FORT WAYNE
BOARD OF AVIATION COMMISSIONERS

BY 
Herbert J. Weber, President

BY 
Jerry H. Hellet, Vice-President

BY 
Karl Bandemer, Secretary

BY 
Richard Doermer, Member

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

STIPULATED SUM

1977 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

Use only with the 1976 Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the Second day of September in the year of Nineteen
Hundred and Eight-two (1982)

BETWEEN the Owner: Board of Aviation Commissioners
Fort Wayne Municipal Airport
Fort Wayne, Indiana 46809

and the Contractor: **Silkworth Commercial Builders, Inc.**
501 Wolf Drive
Fort Wayne, Indiana 46825

The Project: Snow Removal Equipment Building
Fort Wayne Municipal Airport

The Architect: Moake Sheldon Kratzat Thompson Dearing & Associates, Inc.
2214 Inwood Drive
Fort Wayne, Indiana 46815

The Owner and the Contractor agree as set forth below.

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ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

The complete construction of the Snow Removal Equipment Building
at the Fort Wayne Municipal Airport

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced **immediately**
and, subject to authorized adjustments, Substantial Completion shall be achieved not later than **May 1, 1983**
(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of
Six-Hundred-Thousand-Nine-Hundred & 00/100 (\$600,900.00)

The Contract Sum is determined as follows:

(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

Base Bid	\$545,000.00
Alternate #4	59,300.00
Alternate #5	7,600.00
Alternate #6	<u>(11,000.00)</u>
Contract Sum	\$600,900.00

ARTICLE 5
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the **last** day of the month as follows:

Not later than **five** days following the end of the period covered by the Application for Payment
ninety percent (**90%**) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and **ninety** percent (**90 %**) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to **ninety** percent (**90%**) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Here insert any rate of interest agreed upon.)

Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)

ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:
(List below the Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)

The Agreement

Conditions of the Contract

- a. General Conditions
- b. Supplementary Conditions

Project Specifications Manual

- a. Division 1 through and including 16

Drawings

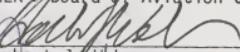
- a. As listed in Section 1B, page 1B-1

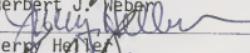
Addenda

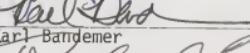
- a. Addendum #1 dated July 13, 1982
- b. Addendum #2 dated July 15, 1982
- c. Addendum #3 dated July 19, 1982
- d. Addendum #4 dated August 17, 1982

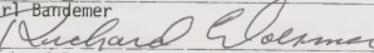
This Agreement entered into as of the day and year first written above.

OWNER : Board of Aviation Commissioners

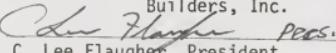

Herbert J. Neber


Jerry Heiter


Karl Bandemer


Richard Doerner

CONTRACTOR: Silkworth Commercial
Builders, Inc.


C. Lee Flaugher, President

CONTRACT

For the extension of the main apron overlayerment,
THIS AGREEMENT, made and entered into this 2nd day of September 1982,
by and between the Board of Aviation Commissioners
of the City of Fort Wayne for and on behalf of the
Board of Aviation Commissioners, as party of the first part,
hereinafter called the Owner, and Moellering Construction Company, Inc. of
Fort Wayne, Indiana
as party of the second part,
hereinafter called the Contractor:

WITNESSETH: That for and in consideration of the mutual covenants herein
enumerated, the Owner and the Contractor agree as follows:

The Contractor shall furnish all labor, materials, expendable tools and all
other services required for the extension of the main apron overlayerment

at Baer Field, Fort Wayne, Indiana, including all items
as called for in the contract documents and
according to plans and specifications issued by W. D. Shrader & Associates
. The Owner shall pay the Contractor the sum of
one hundred eighteen thousand, five hundred seventy-eight dollars and seventy-
five cents (\$ 118,578.75),

therefor, this being the sum of the Contractor's base bid,
,
,
which the Contractor agrees to accept as full payment for such work, and, it
is further mutually agreed that accompanying bond and proposal of the Contra-
ctor, together with the plans and specifications herein designated and referred
to, are hereby made a part of the contract, the same as if herein fully set forth:

That the contract amounts may be paid to the Contractor, upon receipt of progress estimates of completed work, by progress payments consisting of ninety percent of such approved estimates less the amount of properly prepared and certified statements of indebtedness which shall have been filed against the Contractor for labor performed or for materials furnished or other services rendered in carrying forward, performing or completing the contract; that the final payment to be made under the contract shall be made not less than thirty days after the Contractor has fully complied with all of the terms of the contract and after the work has been accepted by the Owner, that before final payment is made, the Contractor shall furnish receipts for all debts incurred in the prosecution of the work or satisfactory evidence and assurance that the same have been paid or shall consent to withholding by the Owner of sums sufficient to cover any indebtedness, which sums shall be held until the conclusion of any litigation relative thereto within any such period; Should the Contractor, at any time, fail in the performance of any of the agreements herein contained, the Owner shall be at liberty, after ten days written notice to the Contractor, to provide any labor or materials necessary to proceed with the work and to deduct the cost thereof from any money due or to become due to the Contractor; and, if the Engineers certify that such failure is sufficient grounds for such action, the Owner may terminate the employment of the Contractor and enter and take possession, for the purpose of completing the work, of any materials and to employ any other person to complete the work or provide the materials therefor; and, in such case, the Contractor shall receive no further payment until said work shall be finished and at such time, if the unpaid balance to be paid under the contract exceeds the expense incurred by the Owner in finishing the work, such excess shall be paid to the Contractor, and if the expense incurred exceeds the unpaid balance, the Contractor shall pay

the difference to the Owner; the expense incurred by the Owner through such default shall be audited by the Engineers whose certificate thereto shall be binding on both parties; That the work shall be completed within 25 working days after receipt of notice to proceed. This contract is subject to F.A.A. notice to proceed and City Council approval.

Party of the First Part
Board of Aviation Commissioners

Attest: _____

Approved as to form and legality

Attorney

Party of the Second Part

Moellering Construction Co., Inc.

Name of Firm or Corporation

by Arnold J. Moellering
Individual or President

by Allen S. Allen
Individual or Secretary

Corporate Seal:

Acknowledgement:

State of Indiana
County of Allen ss

Before me, the undersigned Notary Public, in for said County, CARL W. MOELLERING personally signed and acknowledged the execution of the foregoing contract this 2nd day of September, 1982.

Witness my hand and seal on the last named date.

Carl W. Moellering
Notary Public

My commission expires: 3/6/86

the difference to the Owner; the expense incurred by the Owner through such default shall be audited by the Engineers whose certificate thereto shall be binding on both parties; That the work shall be completed within 25 working days after receipt of notice to proceed. This contract is subject to F.A.A. notice to proceed and City Council approval.

Party of the First Part
Board of Aviation Commissioners

J. Dechant Bus

Attest:

Approved as to form and legality

J. S. Hoffman
Attorney

Party of the Second Part
Moellering Construction Co., Inc.

Name of Firm or Corporation

by Moellering
Individual or President

by Kelia Hille
Individual or Secretary

Corporate Seal:

Acknowledgement:

State of Indiana
County of Allen ss

Before me, the undersigned Notary Public, in for said County,
CATH W MOELLERING
personally signed and acknowledged
the execution of the foregoing
contract this 2nd day of
SEPTEMBER, 1982.

Witness my hand and seal on the
last named date.

John J. Hanna
Notary Public

My commission expires: 3/6/86

CONSTRUCTION CONTRACT

THIS AGREEMENT, by and between the CITY OF FORT WAYNE BOARD OF AVIATION COMMISSIONERS, hereinafter called the Board, and MOELLERLING CONSTRUCTION CO., INC., 3400 Engle Road, Fort Wayne, of the County of Allen, State of Indiana, 46801, hereinafter called the Contractor, made on this 2nd day of September, 1982.

WITNESSETH:

That whereas the Board has resolved to construct a partial parallel taxiway to Runway 4-22, including grading, drainage, paving, marking, lighting, and other incidental work; ADAP Project 6-18-0022-09 and 6-18-0022-10, at the Fort Wayne Municipal (Baer Field) Airport, in Fort Wayne, Indiana, hereinafter referred to as the Project.

Now, therefore, the Contractor covenants and agrees to complete the construction of said Project, specifically designated as FAA Project ADAP 6-18-0022-09 and 6-18-0022-10, and to perform all work in the prosecution of the construction of said improvement.

The Board and the Contractor, for and in consideration of the mutual agreements and covenants hereinafter set forth, stipulate and agree as follows:

1. The Contractor agrees to furnish all of the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the

construction of the Project in strict compliance with this and all other contract documents hereinafter mentioned, which are made a part hereof, as fully and effectually as if copied and set out herein in full length.

2. The Contractor further expressly covenants and agrees that in the prosecution of said work the Contractor will properly and fully guard and protect and use due and proper precaution to prevent injury to any person or persons or property; that in the event of any injury or damage resulting from the work as it progresses resulting from any matter or thing connected therewith to any person or property, he will pay and liquidate the same as his own expense and assume the liability therefor and will defend any action or actions brought against the Board by reason of, or on account of, or growing out of said work or its connection whether such claim or claims, action or actions arise during the progress of the work or during the guaranty period, and will in all respects fully indemnify and save harmless the officers, agents and representatives therein from all loss, cost and expense incurred or judgment recovered. It is further expressly understood and agreed and made a condition hereof that notice of the pendency of any claim or action against the Board by reason of the progress of the work herein, the Board shall notify the Contractor and the surety on the Contractor's construction bond, which notice shall be given within ten (10) days upon receipt of information by the Board to the Contractor and his surety, which shall be sufficient notice

for the Contractor to carry out the provisions of this stipulation.

3. Said contractor further agrees to pay any and all monies due to any contractor, subcontractor, or any person or persons furnishing any labor or material whatever for said work in the prosecution and construction of said improvement, and shall submit an affidavit of payment to all laborers, material men and subcontractors as a condition upon receipt of payment of all monies under this contract.
4. Said work shall be completed according to the terms of the entire contract within 120 working days, and work is to commence upon written notice to proceed by the Board unless said time be extended in writing by the Board, and any extension of time granted shall in no way affect the duties, liabilities and obligations of the Contractor or his sureties.
5. The Board agrees to pay, and the Contractor agrees to accept in full payment for the performance of this Contract, the Contract Amount of Four Hundred Eighty-Two Thousand One Hundred Twenty-Five and 18/100 Dollars (\$ 482,125.18) in accordance with the provisions of the Contract documents.

Progress payments will be made in accordance with the Specifications.

6. No extra work shall be done except by alteration or changes in design as first prepared by the Engineer after full written approval by the Board.

- (a) Extra work that may be required in complete performance of this Contract shall be paid for by change order prepared by the Engineer and approved by the Board in writing.
- (b) Unit prices, as stated in the proposal form and made a part of this Contract, shall constitute the basis for preparing the cost of such change orders. If the requirements of the change order do not include items listed in the proposal, then a lump sum amount agreed upon by the Contractor, the Engineer and the Board for such extra work shall be the basis of payment for the change order.

7. The Contract agreement also comprises all of the documents listed in the Instructions to Bidders which are hereby made a part hereof by reference thereto and shall include the following:

- 1. Advertisement for Bids
- 2. Instructions to Bidder
- 3. Contractor's Bid Form 96
- 4. Itemized Proposal
- 5. Addenda - Nos. 1, 2, 3, 4, and 5
- 6. Statement of Financial Condition, Form 96a
- 7. Combination Bid Bond and Performance Bond
- 8. Labor Provisions
- 9. Construction Plans Dated June 24, 1982
- 10. General Provisions
- 11. Special Provisions
- 12. The Construction Contract Agreement between the Parties

and all other documents or agreements mutually made by the parties hereto after date hereof.

8. To each of the conditions and stipulations of this Contract, including all and singularly the provisions of the Contract Documents herein referred to, the undersigned each respectively binds itself or himself and its or his heirs, legatees, executors, administrators, partners, successors, personal representatives and assigns. Neither of the parties hereto shall have the right to assign, transfer or sublet his obligations herein without written consent of the other party.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto
set our hands and seals this 2nd day of
September, 1982.

CITY OF FORT WAYNE BOARD OF
AVIATION COMMISSIONERS

Frank M. Hall

Sylvia D. Keller

Paul S. Sod

R. T. Woerner

Perry N. Hunsel, acts

CONTRACTOR

MOELLERING CONSTRUCTION CO., INC

By: Moellering

Title: President

ATTEST:

Patricia A. Hall

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest-rooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

By Levnoeering

TITLE President

DATE _____

ITEMIZED PROPOSAL

Supplementing the enclosed Contractor's Bid Form No. 96, the undersigned submits the following itemized proposal upon which the bid is based. The undersigned further acknowledges that he is fully aware of all conditions existing regarding the project, and has full understanding of all work to be done as outlined in the plans and specifications for the project; and further agrees that any change orders to the contract authorized by the City of Fort Wayne Board of Aviation-Commissioners shall be based on the following schedule of unit prices where applicable.

The undersigned shall complete the following statement by checking the appropriate boxes:

(1) The undersigned has (X) has not () participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, dated March 6, 1961; or Executive Order 11114, dated June 22, 1963; or Executive Order 11246, dated September 24, 1965.

(2) The undersigned has (X) has not () submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

(3) If the undersigned has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the undersigned shall submit a compliance report on Standard Form 100, "Employer Information Report EEO-1," prior to the award of contract

FORT WAYNE MUNICIPAL (BAER FIELD) AIRPORT
 CONSTRUCT AND MARK PARTIAL PARALLEL TAXIWAY TO RUNWAY 4-22
 ADAP 6-18-0022-09

ITEMIZED PROPOSAL - BASE BID

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	WORDS	NUMERALS	AMOUNT
P-110	Mobilization-Demobilization	1	LS	Thousand Five Hundred Dollars	12,500.00	12,500.00
P-152	Unclassified Excavation	12,962	CF	Thousand Five Cents	3.05	39534.10
P-401B	Bituminous Surface Patch Course	112	Ton	Thousand One Dollars Fifty Cents	31.50	3528.00
P-501(a)	12" Portland Cement Conc. Pmt.	15,287.2	SF	Twenty-Eight Thousand Two Hundred Fifty Cents	23,25	369256.50
P-601	Bit. Pavement and Gutter Removal	3,862	SF	Eighteen-Sixty Cents	0.86	3321.32
P-603	Bituminous Tack Coat	41	Gal	One Dime Forty Cents	1.40	57.40
P-620	Taxiway Painting	2,498	SF	Thirty-Two Cents	0.32	799.36
D-701(a)	12" RCP Pipe	406	LF	Fifteen Dollars Forty Cents	15.40	6252.40
D-701(b)	12" RCP Removal	35	LF	Ten Dollars Fifty Cents	10.50	367.50
D-751(a)	Special Structure Inlet #150-A	1	EA	Two Thousand One Hundred Seventy-Two Dollars	2,172.00	2,172.00
D-751(b)	Special Structure Catch Basin #150-B	1	EA	Two Thousand Six Hundred Seventy-Three Dollars	2,673.00	2,673.00
D-751(c)	Special Structure Catch Basin #164-A	1	EA	Two Thousand Six Hundred Seventy-Three Dollars	2,673.00	2,673.00
D-751(d)	Special Structure Inlet #165-A	1	EA	Two Thousand Two Hundred Ninety-Five Dollars	2,295.00	2,295.00
D-751(e1)	Inlet Removal #165	1	EA	Two Hundred Sixty-Two And 50/100 Dollars	262.50	262.50
D-751(e2)	Inlet Removal #A-14, #A-17	2	EA	Two Hundred Ten Dollars	210.00	420.00
T-901	Seeding	416	SF	Twenty Dollars Sixty Cents	12.60	5241.60
I-108(a)	6" Cable Trench	3,014	LF	Fifty-Eight Cents	0.58	1748.12

FORT WAYNE MUNICIPAL (BAER FIELD) AIRPORT
 CONSTRUCT AND MARK PARTIAL PARALLEL TAXIMAY TO RUNWAY 4-22
 ADAP 6-18-0022-09

ITEMIZED PROPOSAL - BASE BID

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	WORDS	NUMERALS	AMOUNT
L-108 (b)	L824-1/c, 5KW, #8, Type C, Cable in Trench	4,868	LF	THIRTY-THREE CENTS	0.33	1606.44
L-108 (b2)	L824-1/c, 5KW, #8, Type C, Cable in Duct	2,511	LF	Forty-Two Cents	0.42	1054.62
L-108 (c)	#8 Bare Copper Counterpoise in Trench	3,999	LF	Eleven-Cent Cents	0.18	719.82
L-110 (a)	2" - 1-Way Duct	10	LF	Fifteen And 75/100 Dollars	.75	157.50
L-110 (b)	4" - 2-Way Split Duct	140	LF	Fifteen And 75/100 Dollars	.75	2205.00
L-110 (c)	4" - 1-Way Duct	808	LF	Thirteen Dollars	13.00	10504.00
L-110 (d)	4" - 4-Way Duct	177	LF	Sixteen Dollars	16.00	2832.00
L-125 (a)	Taximay Lights, Stake Mounted, L-861T	30	EA	One Hundred Eighty-Three Dollars	183.00	5490.00
L-125 (b)	Taximay Lights, Base Mounted, L-861T	14	EA	Two Hundred Ninety Dollars	290.00	4060.00
L-125 (c)	Taximay Lights, Stake Mounted, L-861T, Extend and Relocate	3	EA	Twenty-Six Dollars	26.00	78.00
L-125 (d)	Taximay Lights, Base Mounted, L-861T, Remove	2	EA	Seventy-Nine Dollars	79.00	158.00
L-125 (e)	High Intensity Runway Lights, Base Mounted, L-862, Remove	2	EA	Seventy-Nine Dollars	79.00	158.00

TOTAL BASE BID

\$ 482125.1

The undersigned further agrees to complete all work for the project in

The undersigned hereby acknowledges receipt of the following Addenda:

No.	<u>1</u>	Dated:	<u>6-30-82</u>
No.	<u>2</u>	Dated:	<u>7-9-82</u>
No.	<u>3</u>	Dated:	<u>7-15-82</u>
No.	<u>4</u>	Dated:	<u>7-16-82</u>
No.	<u>5</u>	Dated:	<u>8-20-82</u> <i>Even 8-24-82</i>

IN TESTIMONY WHEREOF, the bidder has hereunto set his hand
this 20 day of JULY, 1982,

MOELLERING CONSTRUCTION CO., INC.

(Individual, Firm, or Corporation)

(Seal)

By: Carl W. Moellering
Title: President

ATTEST: Carl W. Moellering

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a
STIPULATED SUM

1977 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Use only with the 1976 Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the Twenty-Third day of August in the year of Nineteen
Hundred and Eighty-two (1982)

BETWEEN the Owner: Board of Aviation Commissioners
Fort Wayne Municipal Airport
Fort Wayne, Indiana

and the Contractor: Schenkel Scheele, Inc.
220 East Wallace
Fort Wayne, Indiana 46803

The Project: Baggage Claim Entry
Fort Wayne Municipal Airport Building

The Architect: Moake Sheldon Kratzat Thompson Dearing & Associates, Inc.
2214 Inwood Drive
Fort Wayne, Indiana 46815

The Owner and the Contractor agree as set forth below.

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ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

The complete construction for the remodeling for the Baggage Claim Entry at the Fort Wayne Municipal Airport Building.

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced immediately

and, subject to authorized adjustments, Substantial Completion shall be achieved not later than November 1, 1982
(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

Thirteen-Thousand-Six-Hundred-Fifty-Five & 00/100 (\$13,655.00)

The Contract Sum is determined as follows:

(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

Base Bid	\$16,050.00
Alternate #1	(1,345.00)
Voluntary Alternate	<u>(1,050.00)</u>
Contract Sum	\$13,655.00

ARTICLE 5
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

Not later than five days following the end of the period covered by the Application for Payment
ninety percent (90 %) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety percent (90 %) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety percent (90 %) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Here insert any rate of interest agreed upon.)

Laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable)

The Agreement

Conditions of the Contract

- a. General Conditions
- b. Supplementary Conditions

Project Specifications Manual

- a. Division 1 through and including 16

Drawings

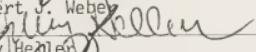
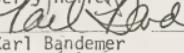
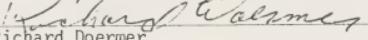
- a. As listed in Section 1B, page 1B-1

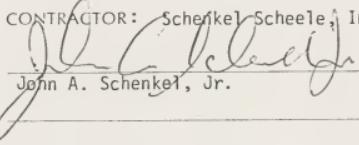
Addenda

- a. Telephone Addendum dated July 2, 1982

This Agreement entered into as of the day and year first written above.

OWNER: Board of Aviation Commissioners


Herbert J. Weber

Jerry H. Henley

Karl Bandemer

Richard Doerner

CONTRACTOR: Schenkel Scheele, Inc.

John A. Schenkel, Jr.

DIGEST SHEET

J-82-09-05-

TITLE OF ORDINANCE: An ordinance approving contracts for airport improvements.

DEPARTMENT REQUESTING ORDINANCE: Board of Aviation Commissioners

SYNOPSIS OF ORDINANCE: Board of Aviation has advertised for bids thru City Purchasing Department and awarded contracts to the lowest and best bidders for following necessary airport improvements: design, engineering and construction of a 1400 foot taxiway, main apron overlayment, and snow removal equipment building for F.A.A. Projects ADAP 6-18-0022-09 and 6-18-022-10, and remodeling of the baggage claim entry in the Terminal Building. The F.A.A. Projects are 80% federally funded and approximately 5% state funded and are necessary to maintain airport standards and operation.

EFFECT OF PASSAGE: Construction of scheduled improvements at airport.

EFFECT OF NON-PASSAGE: None of above.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS): Total contracts \$1,294,758.18; 80% federal funded and 5% state funded.

ASSIGNED TO COMMITTEE: Committee on Finance.
